

## A. LISTING PROCEDURES

### 1. Listing Input Program.

Members and subscribers are allowed to directly input their own listings and all changes and notifications specified in NWMLS Rules, provided the following conditions are met or unless otherwise prohibited by these rules:

- (a) Certification. Inputting is done only by person(s) who have been issued a password after having successfully taken and passed NWMLS's training program.
- (b) Cancellation and Relist. Cancellation of a listing and relisting is only permitted when there has been a substantial change in the quality, condition, or price of the property; provided, however, in order to cancel and relist based on a price change, a price reduction must be greater than 5% of the lowest price of the listing and a price increase must be greater than 5% of the highest price of the listing.
- (c) Price Changes. Insignificant price changes are not permitted. A price change may be input only when there has been a meaningful change in the price of the property.
- (d) Warranty by Listing Members on Listings and Changes to Listings. Listing members warrant that they have available in their offices true copies of listings and changes to listings, properly executed by all necessary parties, and a valid basis for all listings and changes to listings.
- (e) Prompt Verification and Correction. It is the responsibility of the listing member to carefully review a new or changed listing and any notification as to a change in status of a listing in the on-line system and to immediately input corrections of any errors. NWMLS has no responsibility for the completeness or accuracy of any listing, change to listing and change in status of a listing, even if NWMLS inputs the listing or change, and the listing member must verify that the listing or change was input accurately.
- (f) Suspension or Revocation of Inputting Privileges. The President and CEO or his nominee may at any time suspend or, in flagrant cases, revoke the right of any member or subscriber or employee of a member or subscriber to input any information to the system if the member or subscriber has input in an improper manner or not in accordance with NWMLS's rules and policies without justifiable excuse. Any suspension of more than ten days or revocation may, at the request of the member concerned, be reviewed by the Board of Directors or its designated Sub-Committee.
- (g) NWMLS's Right to Override. NWMLS has the right, but not the duty, to override any listing, change in listing, or change in status of a listing as input by a member to eliminate any apparent violation of rules, policies or procedures of NWMLS. Even though it later appears that such overriding was not proper, NWMLS shall not be liable for any damages due to such overriding.
- (h) No Copies to NWMLS. Copies of listings, changes in listings and status report forms reflecting changes in the status of listings input by listing members shall not be sent to NWMLS unless otherwise provided by these rules.
- (i) Printout of Listing, Change of Listings and Changes in Status. A computer printout of each listing, change in listing, and change in status of a listing constitutes proof of time and content of input. In the absence of such a printout, the listing member must establish time and content of input by other valid evidence if time and content of input are disputed.
- (j) Inability to Input--Delivery to NWMLS. If a member is unable to input, whether due to:
  - (i) Breakdown of equipment;
  - (ii) suspension of inputting privileges by NWMLS; or
  - (iii) any other reason;

the member must deliver all listings, changes in listings, and changes in status of listings to NWMLS by the times specified in NWMLS's rules.

6/22/07

**2. Required Turn-In.**

Not later than 5:00 p.m. of the next day (holidays excluded) following the date on which a signed exclusive listing or change thereto is received by the member, all exclusive listings and changes thereto taken by members on the following properties, must either (a) be delivered personally or by fax to NWMLS's office, or (b) be input by the member;

- (i) Upon which the improvements included any construction constituting a single family dwelling (which is defined as a house, duplex, triplex, or fourplex);
- (ii) condominiums; co-op apartments; houseboats (whether owned or rented moorage);
- (iii) mobile and manufactured homes which, under state law, may be sold by real estate licensees; and
- (iv) unimproved property (including lots, tracts and acreage) where the zoning does not allow business, commercial, manufacturing or more than fourplex.

A member need not input more than one representative listing of essentially identical vacant lots in a plat or subdivision, so long as (1) the member notes in the Remarks section that there are such other properties available; (2) the member has a current listing agreement (not merely a Letter of Authorization) for all such vacant lots in the plat or subdivision or; and (3) the SOC is identical for each such listing.

9/01/05

**3. When NWMLS Listing Form Should and Should Not Be Used.**

- (a) Required Use. All listings, except listings signed by the Resolution Trust Corporation as owner, must be taken on a current NWMLS Listing Form.
- (b) RTC Listings. Listings received by a member from the RTC as owner may be taken on the form then used by the RTC, provided the listing member shall complete and turn in to NWMLS or input a Listing Input Sheet on the appropriate NWMLS form with a notation in the Remarks section to the effect "RTC Listing Form used. No Form 17."
- (c) Prohibited Use. If a member does not intend to turn in or input an optional listing with NWMLS, a NWMLS Listing Form shall never be used, irrespective of whether or not any additions or deletions are made to the NWMLS Listing Form.

9/01/05

**4. Certain Agreements not Eligible.**

The following agreements will not be accepted by NWMLS and shall not be taken on a NWMLS Listing Form or input into NWMLS's online system:

- (a) Agreements in which the commission payable is equal to the amount the sales price exceeds the listing price (i.e. net agreements);
- (b) Nonexclusive agreements (i.e. open agreements);
- (c) Undivided interests in property, including tenancies in common, real estate investment trusts, and limited partnership interests, except for timeshares under Rule 5;
- (d) Listings for which the listing member will not receive notices, notices of acceptance, or revocations of offers or counteroffers on behalf of the owner; and
- (e) Listings for which (i) the listing member requires or desires selling licensees to contact the owner directly to obtain property information, schedule showings, or negotiate contract terms; or (ii) the listing member will not assist the owner in preparation or review of contract documentation, unless the limitations set forth in this subsection (e) are disclosed in the Agent Remarks. Such a disclosure by the listing member will constitute approval of the conduct of any other member consistent with such disclosure.

9/01/05

## 5. **Optional Listings.**

- (a) Types of Properties. The following are optional listings:
- (i) leasehold interests including state or national forest land and Indian land, expiration date of lease must be included in listing;
  - (ii) commercial and business opportunity listings; and
  - (iii) listings for timeshares as defined in the Washington Timeshare Act, including without limitation a tenancy in common, license, right to use, lease, and membership.
- (b) Listing Form and Time of Submission.
- (i) If NWMLS Listing Form - If an optional listing is taken on a NWMLS Listing Form, it must be submitted to NWMLS or input by the listing member not later than 5:00 p.m. of the next day (holidays excluded) following the date on which the signed listing is received by the member.
  - (ii) If Timeshare Listing - Notwithstanding Rule 5(b)(i), if a listing is for the sale of a timeshare unit which is not exempt from the registration or filing requirements of the Timeshare Act and the listing is taken on a NWMLS Listing Form, the member shall immediately cause the timeshare to be registered with the Department of Licensing and file a copy of the listing with the Department of Licensing. The non-exempt listing must be submitted to NWMLS or input by the listing member not later than 5:00 p.m. of the day (holidays excluded) after all of the following events have occurred: (1) the signed listing is received, (2) the listing has been filed in the office of the director of the Department of Licensing for seven days or such period required by the Timeshare Act, or (3) the timeshare registration is effective. By submitting or inputting a listing for a timeshare, the NWMLS member certifies that the timeshare registration and advertising requirements have been satisfied or, alternatively, that the timeshare unit is exempt from these requirements.
  - (iii) If Non-NWMLS Listing Form - If a listing is taken on a non-NWMLS form, it cannot be submitted to NWMLS or input by the listing member.

9/24/98

## 6. **Unenforceable Listings Will Not Be Published.**

Any listing containing a provision permitting the seller, in his sole discretion, to avoid payment of a commission even though an offer meets all terms of the listing and any required financing is available will not be published by NWMLS and shall not be input by the listing member. An example of such an unacceptable listing contains a provision "Subject to seller finding a satisfactory home."

2/14/84

## 7. **Listings Deletions in Form.**

- (a) Authorized Deletions. The following may be deleted from NWMLS's listing form:
- (i) Key box provision;
  - (ii) by banks and trust companies, only seller's warranty of property information and boundaries; and
  - (iii) other provisions approved by the President and CEO or his nominee on a case-by-case basis.
- (b) Deletions Must Be Noted in Remarks Section of Listing. All deletions from NWMLS listing forms must be noted in the "Remarks" section by title and/or number of paragraph in listing form, followed by "DELETED."
- (c) Effective June 12, 2008, any listing for property occupied by the owner as the owner's primary residence in a single, duplex, triplex, or four-unit residential building for which the owner has not signed a 2008 version of NWMLS Form 1A/1B; 1A-A/1B-A; or 1A-DH/1B-DH must include in the Agent Remarks the following notation: "NO 2008 LISTING."

6/2/08

**8. Listing Changes.**

All changes must be on the NWMLS Status Report Form. If the listing is for a timeshare unit that is not exempt from the advertisement filing requirements of the Washington Timeshare Act, the changes shall not be submitted to NWMLS or input by the listing member before the changed listing has been filed in the office of the director of the Department of Licensing for seven days or such period required by the Timeshare Act.

9/24/98

**9. Listings Making Available to Non-Member Offices.**

No member may make available to a non-member any exclusives listed by another member. Non-members must deal through the listing member. Nothing in this Rule should be interpreted to prevent a member from republishing another member's listing on the internet in a manner consistent with NWMLS Rules and policies.

10/1/96

**10. Incomplete, Inaccurate and/or Inappropriate Exclusives.**

- (a) Definition of Incomplete Listing. A signed listing which is turned in to NWMLS or input by a listing member is "incomplete" if (1) any item before which an asterisk appears on the printed listing form is not filled in on the form submitted to NWMLS for input or is not input by the listing member or (2) the listing member fails to deliver to NWMLS for display as "Additional Photos" the first fourteen still photographs also appearing as "Virtual Media."
- (b) No Delay In Sending In Signed Incomplete Listings. On any signed listing that is incomplete, the listing member shall, within the time limit set forth in Rule 2:
  - (i) Insert on Listing - Insert "Unavailable" after any asterisked item for which the information is incomplete;
  - (ii) LIP Listing Member Does Not Input Incomplete Listing - Even though the listing member is on LIP, the member shall not input the signed incomplete listing;
  - (iii) Send Listing and Explanation to NWMLS - Send listing to NWMLS for immediate inputting and publication, the signed listing and an explanation as to why the information is unavailable and when it will be available.
- (c) Obtaining the Information. On or before the date specified for the information becoming available, either:
  - (i) Furnish Explanation for the Delay - Send a further explanation and time for furnishing the information to NWMLS; or
  - (ii) Send and Input Information - Send the required information to NWMLS for input.
- (d) Owner's Signature Omitted. A listing is incomplete if one or more Owner's Signature(s) are not obtained. The "Remarks" section of the listing shall then include "One (or more) Owner's Signature(s) Omitted." When all owners' signatures have been obtained, this item shall be deleted from the "Remarks" section.
- (e) NWMLS's Review Procedure. NWMLS is not responsible to review a listing for completeness or accuracy. If, however, it shall come to NWMLS's attention that a listing turned in to NWMLS is "incomplete" and that no explanation is attached, then NWMLS shall: (i) Publish the listing as if it were complete; and (ii) notify the member, in writing, that the listing is incomplete and that the required information must be furnished to NWMLS by 5:00 p.m. on the second business day after receipt of the notice from NWMLS.
- (f) Listing Member is Responsible for Accurate Listing Information. It is the responsibility of the listing member to carefully review a new or changed listing whether turned into NWMLS or input by the member as it appears on the on-line system, and to immediately notify NWMLS of any errors, or input corrections of errors.
- (g) NWMLS Not Responsible for Incorrect Data. NWMLS and its agents and employees will use their best efforts to translate and transmit information from and to members without errors or omissions. However, neither NWMLS nor its agents or employees shall be liable to any member

or third party in the event any errors or omissions occur, whether through the negligence of NWMLS or its agents or employees, or due to any other cause whatsoever.

- (h) Listings, Compliance with Laws. Each listing shall comply with all applicable local, state, and federal codes, regulations, laws, and ordinances, including but not limited to, the Fair Housing Act, the Civil Rights Act 1964, and the Washington Law Against Discrimination, RCW 49.60. Each member is solely responsible to ensure compliance and agrees to indemnify and hold NWMLS harmless and to defend it against any claims made against NWMLS in connection with the listing, including all damages, attorney's fees, legal and other expenses incurred in connection with the claim.
- (i) Member's Advertising in Listings Prohibited. NWMLS listings, including links to virtual media contained in the listing, may be used to provide information pertinent to the listed property only and may not be used to advertise a member's services to the membership or to the public by way of direct or indirect advertising or "branding" of the listing data including photograph(s) (e.g., inclusion of personal contact information, any web address, open houses, proprietary icons, etc.); however, this rule does not prohibit the incidental inclusion of yard signs in photographs or advertising or branding of the virtual media available by link in the listing.
- (j) Listing Photographs. NWMLS listings must include one primary photograph (see Rule 192) and may include additional photographs of the real property listed for sale. The photographs input into the NWMLS database must not contain any superimposed graphics or text, must not contain more than one photograph (i.e. combining more than one photograph into a single image is prohibited), and must not feature personal property.

8/29/08

## 11. **Restrictions on Showing and Sale.**

No listing or Letter of Authorization shall include any restrictions on showing, submission of offers, or sale of the property except as authorized by this Rule. Impermissible restrictions include, but are not limited to: "Only listing office agents to show;" "Do not publish listing until [specific date];" and "Undisclosed address property."

- (a) Restrictions Permitted if Disclosed in Remarks Section. The following restrictions on showing and sale shall be noted in the listing:
  - i. The Seller elects not to have a keybox on the property but the listing office possesses a key;
  - ii. The Seller may not respond to offers until a future date;
  - iii. The sale is a "Short Sale", subject to the approval of Seller's creditor(s). A "Short Sale" is a sale that does not produce sufficient funds to cover the existing monetary encumbrances against the Property, closing costs, real estate commissions, and other financial requirements of closing.
- (b) Restrictions Permitted Only if Signed Seller's Request is Obtained in Advance. The following restrictions on showing and sale shall be noted in the listing and the listing member must obtain the Seller's Request before the restriction is imposed.
  - i. The Seller requires an agent from the listing office to be present at all showings of the property;
  - ii. The Seller requires the seller's name, address (but never the property address) or phone number to be omitted from the listing;
  - iii. The Seller requires all offers to be presented to (or through) the listing office (including, "fax offers to listing office");
  - iv. The Seller requires all offers to be presented on a future date;
  - v. The selling office share of the commission designated in the "SOC" space on page 2 of the listing is a percentage of the sales price or a flat dollar amount which amounts to less than twenty-five percent (25%) of the total commission; or
  - vi. The seller will impose a variable selling office commission under Rule 101(f).
- (c) Contents of Seller's Request. The Seller's Request must be signed by the seller and state the restriction the seller would like to impose and the reason(s) why the seller wants each restriction in the listing, and it must confirm that the listing office disclosed to the seller the advantages and disadvantages of such restriction. The request must be prepared by the seller and not the agent. If a seller of new construction will impose a restriction to an entire project, one letter from the seller for the entire project shall suffice. In addition, the listing member shall publish the restriction in the listing or provide a full description of the restriction to NWMLS for publication to the membership as a Site Registration Policy.

- (d) Actual Discussion With Seller Must Take Place. Member shall not obtain a Seller's Request without actually discussing the advantages and disadvantages with the seller.
- (e) Seller's Request and Listing Must be Provided to NWMLS. The Seller's Request must be provided to NWMLS with a copy of the listing within the time limit for turning the listing in to NWMLS or imputing the listing or change thereto.
- (f) Selling Office's Right to Present Offers Not Impaired. Even if the seller includes a provision that no offers are to be presented until a specified date, or other similar limitation, any member may, nevertheless, after notice to the Listing Office (as required by Rule 125), contact the seller directly to see if the seller desires to see an offer obtained prior to that date.
- (g) Duty to Honor Restrictions. Members and subscribers shall honor all restrictions on showing and sale.

9/01/05

**12. New Member's Listings.**

A new member must immediately turn in to NWMLS or input all of his/her listings which must be turned in under the mandatory turn-in rule. Such listings must be rewritten on NWMLS's standard listing form, unless the seller signs a statement refusing to sign such form.

2/14/84

**13. Former Member's Listings.**

NWMLS members may continue to show and sell former members' listings until the listing expires, is rescinded or is terminated due to revocation or cancellation of listing member's license.

1/14/84

**14. Separate Listings.**

A listing on NWMLS form shall never include more than one parcel of real estate or more than one residence unless all the described properties are to be included in one offer at one price for all properties. (See Rule 30 for special handling of tracts and subdivisions).

2/14/84

**15. Possession Date.**

The date of possession must be in each Exclusive Sale and Listing Agreement and Exclusive Agency Sale and Listing Agreement. Possession may be a specific date; "subject to rental agreement;" "upon closing;" or "negotiable."

5/28/98

**16. Notification of Termination of Exclusives Discontinued Publication.**

The listing member must notify NWMLS of termination of a listing in writing or input the termination. The written notice must be delivered to NWMLS's office or the termination must be input by the listing member by 5:00 p.m. of the next day following termination of the listing.

Termination includes, but is not limited to, release by the listing member, cancellation by the seller and rescission.

Whether or not the above notice is given, NWMLS shall discontinue publishing a listing upon receipt from the seller of written notice that: (i) The listing has been terminated; and (ii) the listing member has been notified of the termination.

The listing member must input termination of a listing upon receipt of written notice from the seller that the listing is terminated. If the listing member fails to do so, NWMLS may input the termination.

2 /14/84

**17. Solicitation of Listings.**

- (a) Cancellation of a Listing. A member shall not solicit cancellation of a listing which is currently listed exclusively with another member.
- (b) Solicitation of New Listing on Expiration of Present One. A member shall not use NWMLS information: (i) obtained through NWMLS or a member's republication of NWMLS information, or (ii) obtained from the listing member through offers to cooperate or presentations of offers to buy, to solicit a listing to take effect upon expiration of another member's exclusive listing.

If a complaint is made against a member, it shall be presumed that if such solicitation took place, the member violated the foregoing. That presumption may be rebutted by the member submitting evidence that the information used to identify the solicited seller was obtained from sources other than NWMLS.

- (c) Seller Initiates Discussion for New Listing on Expiration of Present Listing. If the owner initiates the discussion, and provided the member has not directly or indirectly solicited such discussion, a member may discuss with an owner of a property which is listed with another member the terms upon which he/she would accept a future listing upon the expiration of the present listing.
- (d) Telephone or Mail Solicitations. Members may make general telephone or mail announcements to all property owners in a given area or category describing their services and the terms of their availability, even though some recipients may have exclusively listed their property with another member, so long as none of the prohibitions in Sections (a) and/or (b) above are violated.
- (e) A member soliciting listings from NWMLS's "expired", "cancelled" or other "off-market" databases must cross-reference such data against NWMLS's "active" database.

12/1/01

### **18. Rejection of Listings.**

NWMLS will reject listings without publishing and listing members shall not input listings when:

- (a) the listing is for the same interest in the property for which there is an exclusive listing with another office;
- (b) the listing is for the same interest in the property for which there is an exclusive listing with another office with a pending sale;
- (c) the listing is not on a current MLS listing form;
- (d) the listing is on the wrong form (e.g.: mobile home on residential; duplex on residential);
- (e) the listing is ineligible under Rule 4, or is for membership in an entity furnishing the right to occupy campsites but not including any interest in specific real estate;
- (f) the listed property is not located within the State of Washington;
- (g) the listing has unauthorized deletions in the text of the listing;
- (h) the listing violates Rule 6 "Unenforceable Listings" such as subject to seller finding home of seller's choice;
- (i) the listing has an "Until Sold" expiration date;
- (j) there is a mobile home in the listing without including sale or lease of land on which it is located;
- (k) no owners' or no agent's signatures appear on the listing;
- (l) Assumption of Debt Listings. Listing office shall include in the price of the listed property the property debt plus commission, title insurance, escrow fee, current and delinquent taxes, and payments on encumbrances. Substantially the following shall be stated in the "Remarks" section of all such listings:

"Buyer to assume property debt. Seller to receive nothing at or after closing."

6/22/07

### **19. Rejection of Status Reports Forms.**

NWMLS will reject Status Report Forms without publishing and listing members shall not input change in status when:

- (a) "CANC - Cancelled" is checked and dated without a broker or broker-authorized signature;
- (b) a commission change, lowering selling office share of commission, price change, terms change, temporary off market, or extension of expiration date does not have owner's signature;

- (c) supplements and sketches are not on current MLS forms;
- (d) back on the market from the selling office; must come from the listing office with date sale failed;
- (e) back-up offers requested without owner's signatures;
- (f) there is no address or MLS number;
- (g) there is no change noted on the form.

6/29/89

**20. Legal Descriptions.**

NWMLS will not furnish legal descriptions.

4/26/84

**21. Member Flyers Authorized for Publication by NWMLS.**

NWMLS will publish member "flyers" concerning listed properties. No flyer will be published unless it includes the name of the member company and either the address or the current NWMLS listing number identifying the property described in the flyer.

5/28/92

**22. Listings May be Published Only in Area in Which Located and in Only One Property Type; Exceptions.**

- (a) Initial Publication and Inputting. Initially, a listing may be input and published (whether by NWMLS or by LIP members) only in the area in which the listed property is located and only under the property type that most closely represents its legal description or zoning.
- (b) Additional Areas and Categories. Subsequent to the initial inputting of a listing by NWMLS or LIP member, NWMLS staff may input a second listing for the same property i) in a second area, but only if the property is within one-half mile of the boundary of a geographically contiguous area (i.e., not separated by water or other geographic feature); or ii) in a second property type, but only if the property is initially input in its proper type first and the second property type bears some logical relation to the property (e.g., the zoning would accommodate more than one use). Second listings for property type must include notice to other members if the legal description or zoning require the use of a particular form of purchase and sale agreement (e.g., a second listing for a condominium must include notice that a condominium purchase and sale agreement is required).
- (c) Procedure for Publication and Inputting a Second Listing. If publication and inputting in additional areas and/or categories is permitted by these rules, members (whether the member has listing input privileges or not) must submit a request to NWMLS for NWMLS to publish and input in additional areas and/or categories. Such requests must be accompanied by payment of NWMLS' charge of \$50.00 plus sales tax or authorization from the subscriber to charge the fee to subscriber's MLS account or personal credit card for each additional inputting. No LIP Member shall input any listing for any additional areas or categories. All such additional inputting shall be made by NWMLS only.
- (d) Violations: Automatic Fine. Any Member violating this Rule by inputting a second listing without payment of the fee or without submitting the second listing to NWMLS for input will be assessed an automatic fine as set forth in these Rules plus payment of the fee required by this Rule.

6/22/07

**23. Seller Disclosure Statement Residential and Condominium, Seller's Property Condition Report Vacant Land.**

- (a) Mandatory Use. At the time of obtaining the Seller's signature on a NWMLS Exclusive Sale and Listing Agreement or a NWMLS Exclusive Agency Sale and Listing Agreement for residential properties, condominiums, vacant land, or multi-family dwellings up to four units, members must use their best efforts to have either the Seller Disclosure Statement in case of Residential Properties and Condominiums or the Seller's Property Condition Report for Vacant Land completed and signed by the Seller. NWMLS will publish a listing signed by the Seller even though the Seller refuses to sign the Seller Disclosure Statement or the Property Condition Report.

- (b) Seller Refusal to Sign. If the Seller on any of the above listings refuses to sign a Seller Disclosure Statement for Residential Properties and Condominiums or the Seller's Property Condition Report for Vacant Land, the listing office must obtain a signed statement from the Seller to that effect and place the statement in the listing file. The listing office shall place in the "Remarks" section of the listing "Seller Disclosure Statement (for Residential Properties and Condominiums) or Seller's Property Condition Report (for Vacant Land) not obtained" or "no Form 17/Form 17C."
- (c) Information to Other Members. The listing office must, upon request, immediately furnish copies of the Seller Disclosure Statement for Residential Properties and Condominiums or Seller's Property Condition Report for Vacant Land to other members.
- (d) Information to Buyers. Exhibiting copies of Seller Disclosure Statements for Residential Properties and Condominiums or Seller's Property Condition Reports for Vacant Land to prospective Buyers is optional with each member.

5/30/96

**24. Excepted Prospects Must Be Noted on Listing.**

In the event a listing contains an exception or exclusion for any prospect, that fact must be noted in the "Remarks" section by stating "listing contains excluded prospects" or similar wording.

5/28/92

**25. Cooperation in Showing and Submitting Offers and Disclosing Information to Other Members.**

Whenever a member provides real estate brokerage services to the owner of a property, the member must cooperate with any other member desiring to show or submit an offer on the property and, upon request, must disclose to other members all information concerning the property known by the member. The obligation to cooperate and disclose arises even though the property has not been input or turned in to NWMLS and regardless of how the inquiring member became aware of the property (whether from a sign, open house, advertisement, hearing about it through any third party such as a prospective buyer, other agent or neighbor, or by any other means whatsoever). This rule also applies to any property subject to a Letter of Authorization.

6/22/07

**26. Exclusive Agency Sale and Listing Agreements - Notification Required in Remarks Section of Listing.**

The listing office must insert "XA" as the first item in the remarks section of each Exclusive Agency Sale and Listing Agreement delivered to NWMLS or input by the listing office.

9/22/88

**27. Republication of Website Fields by Members on Internet Permitted**

A member may receive up to three downloads of NWMLS "Website Fields," including Public Open House data and may republish all or a portion of the Website Fields as further defined and described by NWMLS's then current Database Download Policy published on the Discover Site. Any republication of the Website Fields shall also be in accordance with the following provisions and in keeping with NWMLS other rules and policies that NWMLS may adopt from time to time.

- (a) "DOM" field may be displayed only if the "CDOM" field is also displayed and both fields are accurately maintained in accordance with NWMLS's established protocol. The information on the site shall be updated at least daily.
- (b) Unless a member elects, in writing, not to participate in the Public Open House service, (i) the member may input Public Open Houses; provided, however, that a licensed agent shall be in attendance at all open houses input into NWMLS's database; and (ii) a member may also receive the Public Open House data for Internet republication as part of the broker download. If a member elects not to participate in the Public Open House service, the member may not input or republish Public Open House data. Republication of Public Open House data may be limited by county but shall include a display of all of the data provided by NWMLS for selected counties. When

displaying Public Open House data, all open houses shall appear in the same font and style; provided, however, that a member may display its open houses first, followed by all others. If a member publishes any Public Open House received or obtained from NWMLS on the Internet, the member may not publish on the Internet Public Open Houses that were not obtained or received from NWMLS, including the member's own open houses. Republication of Public Open Houses shall otherwise be governed by NWMLS's rules and policies for republication of NWMLS's database.

- (c) A member may not modify or manipulate another member's listing or Public Open House data.
- (d) Any search result identifying another member's Public Open House or listing in a brief or "thumbnail" listing shall bear a replication of the NWMLS "three trees" icon, immediately adjacent to the property information to identify the listing as an NWMLS listing. An explanation that properties marked with the icon refer to NWMLS listings must appear on the first page where such listings are displayed. The icon and the explanation shall be at least as large as the type used to describe the property. A search result producing a detailed display of another member's listing shall bear the listing company's name immediately following the property information. The size and type shall be at least as large as the type used for the listing office name on the NWMLS web site. Any result identifying another member's listing shall include a disclaimer disclaiming liability for inaccuracies in the data. The disclaimer shall be in a form approved by NWMLS.
- (e) All listings of all members are eligible for internet publication unless the owner has opted out of Internet publication by so indicating on NWMLS's listing agreement.
- (f) Any Internet site used by a member for publication of NWMLS's data must be controlled by the member and advertised as that member's Internet site.
- (g) A member republishing another member's listings shall take reasonable efforts to avoid "scraping" of the data and displaying of that data on another, unapproved web site and may not link directly to NWMLS's photo database.
- (h) Changes to an Internet site necessary to cure a violation of NWMLS's Rules must be accomplished within ten days of notice from NWMLS of the violation.

7/03/08

## **28. Subscribers May "Frame" Members' Sites**

Subscribers may not republish NWMLS data on the Internet, *however*, a member may allow a subscriber licensed to that member to "frame" or "gateway" to the member's site, (including Public Open Houses) from the subscriber's site if, and only if:

- (a) The member is contributing its listings for Internet publication by other members;
- (b) The member's site is in compliance with NWMLS Rules and policies and contains data from downloads of NWMLS's data only;
- (c) The subscriber's site includes the member's banner on every page, (though a member may allow a subscriber to "co-brand" the site); and
- (d) The subscriber has signed an agreement with the member, which includes the subscriber's commitment to abide by NWMLS's Internet Rules and policies to the same extent as the member, which agreement will be provided to NWMLS on request.

6/24/04

## **29. (Reserved)**

## **B. TRACTS, PLATS AND NEW CONSTRUCTION**

### **30. Letter of Authorization.**

- (a) When Obtained. A Letter of Authorization (LOA) on the current NWMLS form may be obtained from a builder or developer of a tract or subdivision covering all lots and parcels on which there is insufficient information available to complete NWMLS's Exclusive Right to Sell and Exclusive Agency Sale and Listing Agreement Forms.
- (b) Publication of Letter of Authorization. The member must input or cause to be delivered to NWMLS within the time and in the manner specified in Rule 2 all Letters of Authorization taken on NWMLS's form Letter of Authorization, irrespective of where the property is located.
- (c) Exclusive Right to Sell and Exclusive Agency Sale and Listing Agreement Must be Submitted. As to each lot or parcel in a tract or subdivision subject to a Letter of Authorization, an Exclusive Sale and Listing Agreement must be submitted to NWMLS in accordance with Rule 2 as soon as all required information is available.

9/30/87

### **31. Listing Office Responsibilities.**

The listing office has the following responsibilities:

- (a) Information. Notify NWMLS (and any members on request) of the names of the agent to contact for information and assistance on sales of that tract.
- (b) Forms. Supply, and instruct on proper forms and wordage of Purchase and Sale Agreement.
- (c) Presentation of Offers. Present all offers to builder or owner and assist wherever necessary in connection therewith.

2/14/84

### **32. [DELETED].**

9/03/86

### **33-39 (RESERVED)**

### **40. Automatic Fines.**

In lieu of taking formal disciplinary action, NWMLS may fine subscribers and members for violations of NWMLS's Rules pertaining to the following conduct:

- (a) Corruption of listing data, including conduct such as, but not limited to, including a internet URL or advertising an open house in marketing remarks, providing an incorrect tax parcel ID number or address, or including information prohibited or excluding information required by these Rules;
- (b) Failure to upload a primary photo as required by these Rules;
- (c) Impermissible price changes; and
- (d) Unauthorized inputting of duplicate listings.

The fine imposed shall be in accordance with NWMLS's then current fine schedule published to the membership. In NWMLS's discretion, formal disciplinary action in accordance with NWMLS's Discipline Manual may be taken for any Rule violation, including the above. Formal disciplinary action may result in monetary and/or other sanctions greater or lesser than provided for by the fine schedule.

A subscriber believing that an automatic fine has been imposed incorrectly may notify NWMLS in writing of the facts supporting that belief within ten (10) days of the date of NWMLS's notice that a fine has been assessed. NWMLS will investigate the facts and, if NWMLS staff determines the fine was improperly assessed, NWMLS will issue a correction notice. There is no further appeal available from the imposition of an automatic fine.

All fines levied pursuant to this Rule shall be levied against the individual subscriber and shall be billed to the subscriber directly in the same manner and on the same payment terms as dues and other fees owed to NWMLS. The failure to timely pay the fine may result in suspension or termination of the subscriber's service as in the case of a subscriber's failure to pay dues or other fees, in which case the fine shall then be levied against the responsible member as well.

3/26/08

### **41-49 (Reserved)**

## C. ELECTRONIC KEYS AND KEYBOXES

### 50. Electronic Keys and Keyboxes.

- (a) Use of Electronic Key. No member or key holder shall loan the Electronic Key to any person whomsoever, for any period of time, no matter how short. The foregoing includes loan to appraisers, mortgage and utility company employees, builders and other brokers and salespersons (including those in the same office), buyers, sellers and anyone else. Furthermore, no key holder shall leave any other person who is not also a key holder unattended at a listed property without the seller's permission.
- (b) Who Can Receive Electronic Keys. Electronic Keys shall be issued only to designated brokers of main or branch offices paying office fees; real estate licensees paying license fees and licensed with and working out of those offices; and state licensed appraisers.
- (c) Electronic Key Issuance Procedure. No person shall be issued a Electronic Key until such time as he/she has (i) received their real estate or appraiser license from the state; (ii) satisfactorily passed by 80% or more an examination administered by the President and CEO on Rules and Regulations and Subscription Agreement of NWMLS (the test may not be taken twice on the same day); (iii) execute the NWMLS Subscription Agreement furnishing all information called for in the agreement; (iv) paid such keybox system fee, if any, as the Board of Directors has then specified - there will be no refund of any system fee.
- (d) Electronic Key Loss. In the event that an Electronic Key is lost, mislaid, or stolen, the key holder must execute and submit to NWMLS an affidavit signed by the key holder, as to the circumstances of the loss.
- (e) Electronic Key Replacement. In the event of a loss of an Electronic Key, the key holder must pay the current cost of replacement of the Electronic Key.
- (f) Electronic Key Verification. NWMLS may, from time to time, require each Electronic Key holder to present his/her Electronic Key at the NWMLS office for verification of its possession.
- (g) Photographs and New Subscription Agreements. In addition to executing a new Subscription Agreement, NWMLS may also require a photograph.
- (h) Fee. A fee may be charged for each Electronic Key verified.
- (i) System Access. In the event that the Electronic Key is not presented by the holder for verification as requested by NWMLS, the holder will be unable to update his/her Electronic Key and access will be denied.
- (j) Electronic Key Holder Transfer. If an Electronic Key holder transfers from one office to another, the Electronic Key and the identification card (if any) must be turned into NWMLS and each reissued under a new Subscription Agreement. NWMLS may charge for each transfer.
- (k) NWMLS Keybox and Access to Property. All listed improved residential, condominium, and manufactured home properties must have a NWMLS keybox installed on the premises except when the seller has excluded the requirement from the listing agreement. No other key storage system shall be permitted. However, members may also install an electronic keybox managed by another multiple listing service in addition to the NWMLS keybox. If the seller has excluded the requirement from the listing agreement, direct and personal access to the property shall be provided by either the listing member or the seller only.
- (l) Keybox Removal. Upon a firm sale the listing office will remove the keybox within 24 hours. When a sale is subject to a contingency, the keybox shall not be removed until the contingency has been removed. Upon expiration or release the listing office shall remove the keybox within 24 hours.
- (m) Keybox Fine for Possession of Another Member's Keybox. Any member using or possessing another member's keybox shall be subject to disciplinary action.
- (n) Deleted

- (o) No Delivery. NWMLS will not deliver Electronic Keys or newly ordered keyboxes from NWMLS to members.
- (p) Returned Boxes. NWMLS will pay such amount as the Board of Directors specifies for each keybox returned in good condition. No credit will be given for damaged boxes.

9/01/05

**51-59 [RESERVED]**

**D. FORMS**

**60. Furnished Without Responsibility.**

NWMLS forms are furnished to members without liability or warranty. Use of NWMLS forms is voluntary except where specifically required by rule (e.g., listing and status report forms).

6/22/07

**61. Alteration Prohibited.**

NWMLS forms are protected by copyright, and the pre-printed text, whether in hardcopy or electronic form, may be interlineated but may not be altered without NWMLS's express written consent. A member altering text of a form in violation of this rule shall be liable to any other member suffering damages as a result.

6/22/07

**62. Limitation on Use.**

NWMLS forms are designed for use by trained real estate professionals only and, therefore, NWMLS strongly cautions against their use by anyone other than real estate licensees trained in the use of the forms and lawyers. Members may only provide forms to third parties in hard copy or via Xpress Forms but in no other medium. Forms provided to third parties must be the then-current version of the form and the pre-printed text must not be altered by the member or the third party as provided in Rule 61. The member providing the form to a third party agrees to (1) indemnify, defend and hold NWMLS harmless from any claim or liability resulting from the third party's use of the form(s); and (2) to be liable to any other member suffering damages as a result of any alteration of the form(s) so provided, as though the member made the alterations itself in violation of Rule 61.

6/22/07

**63-69 [RESERVED]**

**E. CAPITAL CONTRIBUTIONS AND FEES**

**70. Initial Capital Contribution.**

The initial capital contribution contributed by NWMLS's four predecessor multiples, shall be a capital contribution as defined in the Bylaws.

2/14/84

**71. Capital Contribution New Members.**

New members shall pay a capital contribution of \$500 and services shall commence as soon as it is determined that requirements for membership have been met.

10/1/96

**72. Membership Fee Associate Members.**

The membership fee for associate members in NWMLS shall be \$100.

2/14/84

**73. [DELETED]**

5/30/96

**74. Inactive Status of Membership.**

(a) When Granted. Any member, but not subscriber, will be granted inactive status for a minimum of six months and a maximum of one year provided:

(i) All sums due NWMLS are paid; and

(ii) the member's real estate brokerage office is closed, with all Electronic Keys returned and the member warrants it will remain closed unless and until the membership is reinstated.

(b) Dues. No dues will be assessed against a member during inactive status.

(c) Voting Rights. A member cannot vote during inactive status.

(d) Extension. The Board of Directors may, upon request prior to expiration of inactive status, grant up to a one year extension of inactive status.

(e) Reinstatement. The Board of Directors may grant reinstatement of membership upon application by a member not less than six months after going on inactive status.

(f) Engaging in Real Estate Business. A member on inactive status may engage in the real estate business as associate broker or salesperson in any real estate office during inactive status so long as he/she does not own all or any interest in the brokerage business or a corporation which owns the brokerage business.

(g) Denial of Extension or Reinstatement. No extension or reinstatement shall be granted unless applied for prior to expiration of initial period of inactive status or during any extension thereof. If a member on inactive status engages in the real estate brokerage business as part or full owner or stockholder in a corporation engaged in such business, no extension or reinstatement shall thereafter be granted.

9/03/86

**75. Dues and Other Collections; Regular Membership and Subscribers.**

(a) Semi-Annual Dues. All members and subscribers shall pay semi-annual dues to NWMLS. "Subscribers" includes all licensees, licensed assistants, as well as any unlicensed assistants having access to NWMLS's On Line System. The semi-annual dues shall be calculated as follows:

- (i) Office Fee. One fee on a semi-annual basis, as fixed by the Board of Directors, per office and branch office. This amount shall include one license fee for designated broker of main office or manager of branch office. New Members during a semi-annual billing period will be billed at the beginning of the next month, on a pro rata basis, for the semi-annual billing period in which they joined.
  - (ii) License Fee Subscribers. Each subscriber within member's office and branch office shall pay a semi-annual license fee, at such time and in such manner as fixed by the Board of Directors, except those exempt pursuant to Subparagraph (b) or (c) below. Each member shall register the names of all subscribers with licenses issued to the member. If a member fails to register any subscriber, the member shall be fined a minimum of \$250 and pay the amount of license fees for the entire period during which the license for that person was issued to the member. In no event, however, shall a member be responsible for payment of the semi-annual dues or other financial obligation of a subscriber to NWMLS.
  - (iii) Fees-Paid in Advance. Fees shall be billed and paid in advance on a semi-annual basis. New Subscribers added during the semi-annual billing period will be billed at the beginning of the next month, on a pro rata basis, for the semi-annual billing period in which they were added.
- (b) Exception to Dues Property Management/Commercial/Licensed Clerical. Notwithstanding the above, if a licensee is exclusively engaged in property management, commercial real estate, or secretarial clerical activities and is employed by the member, then that licensee can be exempt from license fees if the member and licensee each certify in writing that the licensee is not engaged in said residential activities. In the event that any such person shall, at any time, solicit listings, list, conduct open houses, show to sell, or sell a residential property, then the member and/or licensee shall be fined a minimum of \$5000. The member shall also pay dues for the entire period during which the license for that person was issued to the member. That person may not thereafter be exempt from license fees for any member. A list of exempt licensees will be published to the membership periodically. Under no circumstances may an exempt licensee obtain a NWMLS Electronic Key or use another person's Electronic Key.
  - (c) Discretionary Exceptions From Dues. The Board of Directors may exempt other subscribers, on case-by-case application.
  - (d) Insert of Commercial and Business Opportunity Listings by Commercially Exempt Subscriber. A member may submit to NWMLS or input a listing signed by a commercially exempt subscriber, to be inserted in the Commercial or Business Opportunity sections of the database.
  - (e) Collection of Other Association Dues. NWMLS may, as a convenience to members, and at member's direction, and with subscriber's approval, collect subscribers' fees or dues owed other real estate industry associations for payment to those associations. In such event, any sums thereafter received from subscriber shall first be applied to subscriber's obligations to NWMLS.
  - (f) Member not Responsible for Subscriber's Fees, Dues or Other NWMLS Charges. Except as expressly provided for herein, a member shall not be responsible for the fees, dues or other financial obligations of subscriber to NWMLS.

1/01/06

## **76. Eligibility of Associate Members.**

Associate members shall be limited to appraisers associated with the real estate brokerage industry, financial institutions, title insurance companies, mortgage insurance companies, escrow companies and businesses providing services to NWMLS members; provided that such businesses may provide services based, in whole or in part, on NWMLS information only to members and not to licensees or non-members. Associate members have no proprietary or other interest in NWMLS; are not entitled to vote; are not entitled to attend meetings as a matter of right; and have no right to participate in any distributions, in dissolution or otherwise, by NWMLS.

9/21/89

77. **Associate Members-Services and Fees.**

(a) Appraiser Associate Members.

- (i) Definition of "Appraisal Services". "Appraisal services" constitute the giving of an analysis, opinion or conclusion relating to the nature, quality, value or utility of specified interest in, or aspects of, identified real estate for any purpose other than a market analysis by the holder of a real estate license for listing or sale or purchase of real estate. "Appraisal services" include such services performed by Certified Appraisers.
- (ii) Appraiser Associate Members Defined. All associate members having one or more persons performing appraisal services as above defined are designated as Appraiser Associate Members.
- (iii) Semi-Annual Dues. All appraiser associate members shall pay semi-annual dues to NWMLS calculated as follows:
  - (A) Office Fee. One fee on a semi-annual basis, as fixed by the Board of Directors, per office and branch office. This amount shall include one appraiser fee for one appraiser in the main office or branch office and a password for that appraiser.
  - (B) Appraiser Subscriber Fee. Each Appraiser Subscriber within the Appraiser Associate Member's office and branch office shall pay a semi-annual fee, at such time and in such manner as fixed by the Board of Directors, except those exempt pursuant to subparagraph (iv) and (v) below. Each appraiser fee paid shall include one password. If an appraiser associate member fails to register and pay an appraiser fee for any non-exempt appraiser, such associate member shall be fined a minimum of \$250 and shall pay appraiser fees for the entire period during which payment should have been received. Additional penalties may also be imposed under Rule 85(b)(vi).
  - (C) Fee Paid in Advance. Fees shall be billed and paid in advance on a semi-annual basis.
- (iv) Exception Commercial/Clerical. Notwithstanding the above, if an appraiser is exclusively engaged in commercial real estate appraisal or secretarial clerical activities and is employed by the Appraiser member, and does not appraise residential property, then that appraiser can be exempt from computation of the fees due NWMLS from the appraiser associate member. In order to qualify for such exemption, both the appraiser associate member and the exempt appraiser must certify in writing that such appraiser is not engaged in appraising residential properties. In the event any such exempt appraiser shall, at any time, appraise residential property, then the associate appraiser member shall be fined a minimum of \$250. The appraiser associate member shall also pay appraiser fees for the entire period during which the appraiser was associated with such associate member and that person may not thereafter be deducted in computation of fees due NWMLS.
- (v) Discretionary Exceptions. The Board of Directors may exempt other appraisers on a case-by-case application.

- (b) Other Associate Members. Other associate members shall pay dues on a semi-annual basis in such amount as fixed by the Board of Directors and shall receive such benefits and services as approved by the Board of Directors.

1/01/06

**78. Miscellaneous Charges.**

Miscellaneous charges made by NWMLS to its membership and subscribers shall be treated in the same manner as dues, and the penalties for non-payment thereof shall be the same as in the case of non-payment of dues. Such charges include, but are not limited to, those for forms and miscellaneous items. Such miscellaneous charges shall be billed at NWMLS's cost, plus such reasonable additional amount as the President and CEO shall, from time to time, establish to cover NWMLS's overhead expense in furnishing such items to its members.

9/03/86

**79. Billing and Delinquent Accounts - Suspension of Services.**

(a) When Delinquent After Billing. NWMLS shall bill members and subscribers for office dues and license fees in advance on a semi-annual basis. NWMLS will bill for supplies purchased, and other charges including fines and penalties incurred during the preceding month, on the first day of each month. That bill is delinquent if not paid by the 25<sup>th</sup> of that month. Services will be automatically suspended, keybox lockout will occur and member or subscriber will be denied access to the On-Line System if the full amount of that bill is not paid by the end of that month.

NWMLS will bill for delinquent semi-annual dues at the beginning of each month. Services will not be reinstated until the full amount of that bill is paid.

(b) Services During Suspension. NWMLS shall not be responsible to save products, information, or other services for the member or subscriber during the period of any such suspension. A late fee in the amount as established by the Board of Directors will be assessed to delinquent accounts for each month of delinquency.

(c) Submitting or Inputting Listings During Suspension of Services. In the event that the member's or subscriber's delinquency is dues and other charges, the member and subscriber are to continue to turn in or input listings and are bound by all other Rules and Regulations of NWMLS, including division of commissions and payment of all normal dues and charges. If suspension, however, is the result of a discipline decision, then the member or subscriber is not entitled to submit or input listings or share in commissions, but is bound by all other Rules and Regulations, including payment of dues and charges.

(d) Termination of Member or Subscriber After Suspension of Services. If a subscriber suspended for non-payment of an account does not pay that account by the end of the month that the account was suspended, then the subscriber will be automatically placed in suspended status and all NWMLS services will be suspended. Any suspended subscriber will continue to accrue dues during such suspension so long as they are licensed at a member office.

If a member is suspended for non-payment of an account and does not pay that account by the end of the following month then that member will thereupon be automatically terminated from all NWMLS services. Upon such termination, the member must immediately return all Electronic Keys for which that member is responsible. Upon the return of any Electronic Key, any refund due shall be credited against the member's or subscriber's bill and any remaining amount of the refund shall be paid to the member or subscriber.

(e) Reinstatement of Member or Subscriber Following Termination or Suspension. In the event a member or subscriber is reinstated after termination or suspension for non-payment of dues and other charges, a \$100 fee will be charged for such reinstatement. No request for reinstatement for a member shall be accepted for more than thirty (30) days after such termination.

1/01/06

**80. Who Owns Membership.**

Memberships are owned by the entity (individual proprietorship, partnership or corporation) operating the real estate brokerage business receiving multiple listing service from NWMLS. Any designation in NWMLS records of membership being owned by other than the entity operating the real estate brokerage business receiving services from NWMLS must be revised to comply with this Rule.

7/20/84

**81. Application for Membership Security Interest.**

- (a) Application Form. The Membership Application form must be signed by all owners (whether proprietors, shareholders of a corporate applicant, or partners) of applicant. All such owners must individually and on behalf of applicant agree to pay dues, charges and any amounts of any nature due NWMLS. The designated broker must also sign the membership application form and agree on behalf of applicant to comply with NWMLS Bylaws and Rules as presently in effect and as amended in the future.
- (b) Security Interest. NWMLS is not required to recognize a security interest in a membership.

5/26/88

**82. Membership Nontransferable NWMLS Must Be Notified As To Changes In Designated Broker and/or Change In Ownership.**

- (a) Memberships Nontransferable. Memberships in NWMLS are not transferable.
- (b) Notification of Changes in Designated Broker or Ownership. NWMLS must be notified immediately of a change in designated broker and/or any change (no matter how small) of ownership of an applicant. A NWMLS form entitled "Notice of Change of Designated Broker or Change of Ownership in Member Firm" is available for use in giving such notice. In the event that, since admission to membership, 51% of the ownership (whether as proprietor, shareholder of a corporate member or a partner) of a member office has been acquired by a person(s) or other entity(ies), such change(s) constitutes a transfer of the membership. In such a case NWMLS' services shall be terminated until a new application for membership is made in accordance with NWMLS's Rules.

3/30/94

**83. [DELETED]**

3/30/94

**84. [DELETED]**

2/22/90

**85. Password and Non-Disclosure Agreement.**

- (a) Who is Entitled to Receive Password and for What Fees. The following persons shall be entitled to receive a password for the On-line System for the semi-annual fee described below, provided they successfully complete an Essentials Course as then given by NWMLS:
  - (i) Designated Brokers of Main Offices, Branch Manager, and Subscribers for Whom Semi-Annual Fees are Paid – semi-annual office fees and subscriber fees paid pursuant to Rule 75 include the right to receive a password;
  - (ii) Secretarial Clerical Activities Personnel. No semi-annual password fee will be charged for individuals employed to perform secretarial clerical activities for designated brokers of main offices, branch managers or appraiser members regardless of whether or not such persons are exempt under Rule 75 or 77 or are unlicensed persons;

- (iii) Assistants. A licensed assistant will be billed a regular semi-annual license fee. An individual employed to assist subscribers or members who are not themselves licensed, but access the NWMLS on-line system, will be charged a semi-annual fee as set by the NWMLS Board of Directors.
- (iv) Appraisers. Appraisers, as defined in Rule 77 (a), may receive a password at a semi-annual fee as fixed by the Board of Directors.

(b) Non-Disclosure Agreement.

- (i) Must Be Signed by Each Password User. Prior to receipt of a password, the subscriber must sign a Non-Disclosure Agreement in the form then used by NWMLS;
- (ii) Member Must Sign. The designated broker of a main office, the branch manager, or Appraiser member must also sign the Agreement if the password is issued to a clerical activity person or subscriber associated with a member;
- (iii) Agreement Not to Disclose. The password user will be required to agree not to disclose the password to any third party whomever including but not limited to another member, a person associated with another member, or anyone associated with the member's office;
- (iv) Automatic Fine. NWMLS may assess an automatic fine of \$500 against any subscriber for breach of the Non-Disclosure Agreement by a user associated with a member or associate member appraiser. Members and associate member appraisers shall pay such fines, if assessed by NWMLS;
- (v) Appeal from Automatic Fine. Following receipt of written notice of assessment of an automatic fine, a member or associate member shall have the right to demand a panel hearing pursuant to the procedure set forth in Discipline Rule 8. Such demand must be made in writing within 10 days of receipt of notice of assessment of the fine;
- (vi) Additional Penalties. The Agreement shall provide for additional disciplinary action in the event of breach of the Agreement, including additional assessment of fines, immediate denial of access without hearing, and/or suspension from access for a specified period of time;
- (vii) User to Reimburse Member. The Agreement shall further provide that the subscriber agrees to reimburse the member for any fines, which may be assessed against the member due to breach of the Agreement Not to Disclose by the subscriber;
- (viii) Incorrect Designation of Category of User. An incorrect designation of category of user on a Non-Disclosure Agreement shall constitute a violation of this Rule by the members signing the Agreement.

1/01/06

**86. Password and Subscriber Billing Verification Report (BVR).**

- (a) Report. Each quarter NWMLS will send each member office and each appraiser office a report listing all subscribers and password holders in that office. Classifying each individual as either:
  - (i) Designated Broker, branch manager or residential sales agent licensee;
  - (ii) exempt personnel in property management or commercial or performing secretarial clerical activity for the designated broker or branch manger;
  - (iii) licensed assistants to residential sales licensees;
  - (iv) unlicensed assistants to residential sales licensees; or
  - (v) appraisers.
- (b) Audited Reply. The designated broker, branch manager or appraiser office manager shall audit the report and include in a reply:

- (i) All persons to be deleted;
  - (ii) revised classification of any listed person;
  - (iii) additional persons indicating specific classifications; and
  - (iv) signed acknowledgment by designated broker, branch manager or appraiser office manager that the report, as revised, is complete and accurate.
- (c) Return of Signed Audited Report. Each member office and appraiser office shall return the audited BVR report to NWMLS by the 25<sup>th</sup> day of the month the report was received.
- (d) Late or Incomplete Audited BVR Automatic Fine. If the signed audited BVR is late or incomplete, the member office or appraiser office shall receive an automatic fine in the amount of \$500 and be responsible for any revenues lost to NWMLS due to the inaccurate, incomplete or late BVR.
- (e) Appeal from Automatic Fine. The member office or appraiser office shall have the right to make a written demand for a panel hearing within 5 days after receipt of written notice of imposition of the automatic fine under the procedures set forth in Discipline Rule 8.
- (f) Additional Penalties. In addition to the automatic fine, disciplinary action may take place which may result in an additional fine assessed against the member office or appraiser office.

3/28/08

**87-98 [RESERVED]**

## F. COMMISSIONS

### 99. Duty to Arbitrate

It is the duty of the members of NWMLS to submit all controversies involving commissions arising from NWMLS listings to arbitration by NWMLS, exclusively, notwithstanding any other arbitration agreement between the parties. However, the parties may mutually agree, in writing, to resolve their dispute in any manner they deem fit.

11/24/04

### 100. Penalty Loss of Commission.

- (a) Where Listing Not Turned In. In the event a member sells an exclusive listing obtained by another member, which has not been turned in or input in accordance with these Rules and an offer is signed by the buyer prior to time listing is turned in or input, the selling member shall retain the entire commission.
- (b) Where Change Not Turned In. In the event a member sells an exclusive listing obtained by another member, and a price or other material change has not been turned in or input in accordance with these Rules and an offer is signed by the buyer prior to time change is turned in or input, the selling member shall retain the entire commission.
- (c) Further Disciplinary Action. Loss of commission shall not bar further disciplinary action for violation of these Rules.

2/14/84

### 101. Division of Commissions.

- (a) Selling Member's Share. In the case of a sale by a member of a listing turned in to NWMLS, the selling member's share of the commission shall be paid as designated in the listing (or any change thereto). The actual selling member's share must be in each listing, and must be expressed as a percentage of the sale price; provided, however, that where (and only where) the seller has expressed the entire commission as a flat dollar amount, the selling member's share of the commission may also be designated as a dollar amount. Unless otherwise disclosed in the "Remarks" section, selling member shall be entitled to receive the selling member's share of the commission whether the selling member represents the seller, buyer, seller and buyer, or neither party.
- (b) When Change Effective. As between members, a change in the selling member's share of a commission shall be effective when published in NWMLS's on-line database system.
- (c) Vague Split Designations Prohibited. The terms "reciprocal," "negotiable," or "as on file" and similar vague or uncertain references are prohibited.
- (d) Consent Required to Change Other Member's Commission. A member may not reduce, defer, or take property in lieu of the other member's share of a commission without the other member's written permission.
- (e) No Discrimination Between Members. The selling member's share established on a listing shall apply uniformly to all members of NWMLS. No member may offer different selling member's share to different members on the same listing.
- (f) Variable Selling Office Commission and Other Restrictions on Selling Member's Right to Cooperation and Compensation Permitted Only if Timely Disclosed. No restriction (such as "site registration", or a variable selling office commission) on the right of a selling member to receive cooperation and compensation from the listing member, shall be imposed by the listing office unless the listing has been denoted as such both in the listing and on the On-Line System as required by NWMLS and either (1) terms of the restriction are fully disclosed in the Remarks Section; or (2) a full description of the restriction is provided to NWMLS for access by the membership on the Fax-On-Demand System or such other means as NWMLS may select from time to time.
- (g) Short Sale. If a sale is or becomes a "Short Sale" (as defined by Rule 11(a)(iii)) and Seller's creditor(s) requires that the selling office commission ("SOC") be reduced, then the SOC shall be the greater of (1) the amount offered by Seller's creditor(s) or (2) the SOC offered in the listing reduced by one half of the reduction in commission to both the listing office and selling office required by the creditor(s).

1/8/98

### 102. [Deleted]

**103. Division of Commission on Exercise of Option.**

If: (i) While an exclusive listing is in effect, (ii) the owner enters into an option to sell or leases with an option to sell, and (iii) the option is exercised and a commission becomes payable; then, the commission shall be divided in like manner as if the property had been sold during the term of the listing.

9/23/86

**104. Bonuses to Selling Office.**

- (a) Only Listing Office May Suggest. Only the listing office may solicit a higher commission than specified in the listing or a bonus or incentive from a seller. The listing office may not do so except in a good faith offer to assist the seller in stimulating the sale of the listing.
- (b) Bonus Must Be In Listing or Amendment to Listing. The agreement to pay a bonus must be set forth in the listing or in an amendment to the listing, which must:
  - (i) Include the seller's signatures and a legal description, or have attached a copy of the original listing;
  - (ii) specify the bonus as additional commission payable to selling broker (not to the salesperson);
  - (iii) specify whether the bonus is either:
    - A. Payable on a full price sale only; or
    - B. payable on any sale accepted by the seller unless the acceptance specifically states no bonus is payable.
  - (iv) set forth the time limit on the bonus, if it is less than the duration of the listing.
- (c) Warranty by Listing Broker. Any listing broker who advertises a higher commission than specified in the listing or a bonus warrants to the other members that there is a valid listing or a valid amendment to a listing so providing. If the higher commission or bonus is legally unenforceable against the seller, the listing office will be obligated to pay it.
- (d) Buyer May Request Seller to Pay Buyer's Commission Obligation. Only if the buyer so requests as a condition of a written buyer representation agreement, the selling office may negotiate on behalf of the buyer to obtain the seller's agreement to pay the buyer's commission obligation to the selling office, to the extent that obligation exceeds the published selling office commission.

12/01/01

**105. Disbursement by Closing Agent.**

- (a) Direct to Listing and Selling Members. In the case of all sales of property which have been turned in to NWMLS or input by a member, the Commission Disbursement Form shall include instructions to the closing agent to disburse the selling and listing members' share of the commission directly to each.
- (b) Duty of Selling Office. Not later than 5:00 p.m. of the second business day (Saturdays, Sundays and holidays excluded) following the day on which the selling office first learns the identity of the closing agent, the selling office shall fill in and sign that portion of the Commission Disbursement Form which includes the names of the buyer and seller, NWMLS Listing Number, property address, selling office's share of the commission and date of signing and, on the same day, shall mail the original and one copy of the Commission Disbursement Form to the listing office and one copy to the closing agent.
- (c) Duty of Listing Office. Not later than 5:00 p.m. of the second business day (Saturdays, Sundays and holidays excluded) following the day on which the Commission Disbursement Form is received from the selling office, the listing office shall fill in and sign that portion of the Commission Disbursement Form which includes the listing office's share of the commission and date of signing and shall, on the same date, mail the original of the Commission Disbursement Form to the closing agent.

4/25/91

**106-119 [RESERVED]**

## **G. OFFERS AND SALES**

### **120. Notice of Sale.**

- (a) Selling Office Duties. The selling office must give notice of sale of all listed properties required to be turned in to NWMLS:
  - (i) By telephone to the listing office within 12 hours; and
  - (ii) by mailing to the listing office not later than 5:00 PM of the next business day following the sale a copy of the Purchase and Sale Agreement.
- (b) Listing Office Duties. The listing office must give notice of sale to NWMLS on NWMLS Status Report Form on all listings in NWMLS. Notice must be delivered to NWMLS's office or be input by the listing office not later than 5:00 PM of the next business day following receipt of the copy of the Purchase and Sale Agreement from the selling office. The listing office may, in its discretion, give such notice following the telephone notice from the selling office without awaiting receipt of the Purchase and Sale Agreement. If a sale is or becomes a "Short Sale" (as defined by Rule 11(a)(iii)), then the listing office shall report mutual acceptance of a purchase and sale agreement as notice of sale "Pending-BU" if the seller has reserved the right to accept offers from other buyers and "Pending" if the seller has not reserved the right to accept offers from other buyers.
- (c) Notice Where Validity of Listing Disputed. The above notification to the listing office must be complied with even though the selling member disputes the validity of the listing. The selling member may later contest the validity of the listing.
- (d) Sale by Non-Member Listing Office Duties. If a listing is sold by a non-member, the listing office must report sale to NWMLS or input the sale within the above time limit.

7/25/08

### **121. Notice of Sale Fail.**

- (a) Selling Office Duties. Upon learning that a sale will not close, the selling office must give notice by telephone to the listing office within 12 hours. The date on which a sale has failed is the date on which the selling member should realize that good faith pursuit of any required financing or fulfillment of any other condition, including an inspection, will not be successful.
- (b) Listing Office Duties. The listing office must give notice of sale fail to NWMLS either on NWMLS's Status Report form or input that notice. The notice must be delivered to NWMLS's office or be input by the listing member not later than 5:00 PM of the next business day following receipt of notice of closing of the sale.

7/25/08

### **122. Notification Sale Closed.**

The listing member must give notice that the sale has closed to NWMLS in writing on NWMLS's standard status report form on listings input by NWMLS. The notice must be input on listings input by a member. The notice must include the closing price. The notice must be delivered to NWMLS' office or be input not later than 5:00 PM of the third business day following receipt of notice of closing of the sale.

7/25/08

### **123. Contingencies.**

- (a) In Purchase and Sale Agreement. Any contingency, including financing, must be clearly set forth in the Purchase and Sale Agreement, or attached thereto.

- (b) Time Limit. Every contingency must have a definite time limit. It must provide in the Purchase and Sale Agreement that if the contingency is not met within the time limit, the Purchase and Sale Agreement will be terminated.
- (c) Contingency Addendum Changing Five-Day Time Limit. If the Buyer and Seller agree that a sale is to be contingent on Buyer selling his home, the selling office shall prepare and obtain signatures on an Agreement or Addendum (NWMLS Form No. 22B Contingency Addendum) which shall be included in or attached to the Purchase and Sale Agreement. The five-day time limit on NWMLS's Contingency Addendum may not be increased without prior consent of the listing office.
- (d) Bump Sale. In the event of a bump sale, the listing office shall prepare, obtain the seller's signature, give the Bump Notice (NWMLS Form No. 44 Notice to Remove Contingency) to the first selling office and notify the first selling office by telephone that the Bump Notice has been sent. The first selling office shall then notify the first buyer. The listing office shall give a copy of the Bump Notice to the second selling office and notify the second selling office by phone that it has been sent.
- (e) Bump Reply. The first selling office shall prepare, obtain the buyer's signature and give the Bump Reply (NWMLS Form No. 46 Notice From Contingent Buyer to Seller) to the Listing Office and then notify the Listing Office by telephone that the Bump Reply has been sent. The Listing Office shall then notify the seller. The selling office shall also give copies of the Bump Reply to the second selling office and the listing office, and notify each by phone that the notice has been sent.
- (f) Notification to NWMLS Sale Contingent on Sale of Buyer's Home (Contingency Sales). Upon the following occurring, the listing office shall either give the notices indicated to NWMLS on a Status Report Form or input such notice in accordance with Rules 120 and 121:
  - (i) Entering into contingency sale - Check "CTG- Contingent" and enter the "Contingent Date;"
  - (ii) Contingency expires on Buyer's home and listing still in effect - Check "Back to Active" and fill in the "Back to Active Date;";
  - (iii) Contingency expires on Buyer's home and listing is expired - Check "Back to Active" and fill in the "Back to Active Date" (this will cause the listing to expire).
  - (iv) Contingency sale becomes firm - Check "PEND-Pending Sale."
  - (v) Bump sale:
    - (A) To report end of contingency sale - Check "Back to Active" and fill in the "Back to Active Date;"
    - (B) To report bump sale now in first position - Check "PEND-Pending Sale."
    - (C) Use two separate Status Report Forms.
  - (vi) Bump sale Contingent on sale of Buyer's Home:
    - (A) To report end of first contingency sale - Check "Back to Active" and fill in the "Back to Active Date;"
    - (B) To report bump contingency sale now in first position - Check " CTG-Contingent" and enter the "Contingent Date;"
    - (C) Use two separate Status Report Forms.
- (g) Signs on Contingency Sales Listings. "Sold" strips shall not be put up on contingency continue-to-show sales.

7/25/08

**124. Division of Forfeited Earnest Money.**

- (a) Notification of Listing Office. The selling member must notify the listing member prior to forfeiture, release or refund of any earnest money.
- (b) Division. If a portion of forfeited earnest money is retained by the listing member in accordance with the listing agreement, it shall be considered in every respect the same as a commission with regard to division of the same between members. The selling member shall have no right to claim a share of the forfeited earnest money unless the listing member retains a portion thereof. No selling member may pursue a direct claim against the seller to collect a portion of forfeited earnest money without the listing member's consent.

4/29/05

**125. Presentation of Offers to Owners and Listing Member.**

- (a) Contact with Owner to Advise of an Offer. Members with an existing, signed offer, counteroffer or proposed amendment to an existing contract may contact an owner directly for the limited purpose of advising the owner that the offer, counteroffer or amendment is presently available for presentation, only if that member has first notified the listing agent, branch manager or broker. Such notice may be given by any reasonable means, including leaving a telephone message or by a telefax transmission and must identify all contingencies in the offer, counteroffer or amendment other than financing or closing an existing sale of buyer's home.
- (b) Contact with Owner to Present an Offer. Members may contact an owner to present or discuss the terms of a signed offer, counteroffer or amendment to an existing contract, in person or otherwise, only if the listing agent, branch manager or broker fails to contact the member to make arrangements to present the offer within 24 hours after the member has delivered notice pursuant to sub-paragraph (a) above.

8/1/97

**126. Status of Pending Sale.**

The selling member must keep the seller, buyer and listing member fully advised as to the status of a pending sale and respond promptly and fully as to any inquiries by any of them.

12/14/84

**127. [RESERVED]**

**128. Expiration Dates.**

Expiration dates on listings will not be published.

8/1/97

**129. Back-Up Amendments to Listings and Back-Up Offers.**

- (a) When Back-Up Amendment to Listing Required. If the seller would like to solicit further offers after the seller signs a purchase and sale agreement, the listing member must submit a Status Change Input Sheet, signed by the seller, requesting back-up offers. The listing member shall then cause the status of the property to be changed to "Pending-BU."
- (b) Required Clause in Back-Up Offers. Members shall include in the back-up purchase and sale agreement provisions that allow the seller to i) terminate the back-up purchase and sale agreement if the first sale closes and ii) amend the terms of the first sale without the back-up buyer's consent (e.g., NWMLS Form 38, Back-up Addendum).
- (c) No Back-Up Offers on Contingent Sales. If the property is Contingent, as specified in Rule 123 "Contingencies," no back-up offer shall be submitted on the property and the listing member shall not place the property in Pending or Pending-BU status. Instead, the listing member should use a "Bump" Notice (e.g. NWMLS Form No. 44 Notice To Remove Contingency) and a Second Buyer's Addendum (e.g., NWMLS Form 39) on a second offer on a Contingent Sale as specified in Rule 123.

9/01/05

**130. Quarterly Pending Sale Reports.**

Quarterly reports on the status of all listings on which Association records show a pending sale will be sent to each listing office. Listing members must fill in and return the report within ten (10) days. Failure to so complete and return the report will result in an automatic \$50 fine.

2/14/84

**131-139 [RESERVED]**

## H. SIGNS, ADVERTISING AND OPEN HOUSES

### 140. Signs Following Sale.

- (a) Listing Member's Sign. Only the listing member's sign shall be placed on a listed property and remain on said property after sale.
- (b) Selling Member's Sold Strip.
  - (i) It may not exceed 6" x 30" in size.
  - (ii) The wording is limited to "sold by" plus the company's name, logo, address, phone number and selling salesperson's name.
  - (iii) It may not obstruct the name and phone number of the listing office.
  - (iv) No adhesives can be used to affix the selling office's "Sold strip" to the listing office's sign.
- (c) Listing Member's "Sold" Signs. The listing office shall not put up its own "Sold" sign if it is not the selling office, unless the selling office fails to post its "Sold" strip within 72 hours after the status of the property changes to "Pending" or "Pending BU" in accordance with these Rules. In no event shall the selling office be deprived of its right to post its "Sold" strip and remove the listing office's "Sold" strip.

9/01/05

### 141. Signs Removal.

Only the listing member may remove a sign from the property.

2/14/84

### 142. [RESERVED]

### 143. Use of "Exclusive."

In advertising and on signs, only the words "exclusive" or "exclusively" may be used. No modifying or other language may be used that would imply that the listing office is the only one who can show or sell the property.

2/14/84

### 144. Alcoholic Beverages Prohibited.

No alcoholic beverages of any type can be distributed or served at an open house. The term "open house" includes broker/salesperson open houses as well as those held for the public.

2/14/84

### 145. Open Houses Published by NWMLS.

All brokers' open houses and public open houses published by NWMLS shall be staffed by a licensee at all times. In addition, no open house signs shall be placed at or leading to an open house published by NWMLS if there is no licensee in attendance.

4/29/05

### 146-159 [RESERVED]

**I. LEASES AND RENTALS**

**160. Listing Member's Permission.**

A member other than the listing member cannot contact a homeowner about leasing or renting the property during the period of the listing without first obtaining the listing broker's permission.

2/14/84

**161. Publication.**

Rental and lease notices must be on NWMLS Form No. 63.

3/30/94

**162-179 [RESERVED]**

## **J. MEMBER RESPONSIBILITIES**

### **180. Business Card or Identifying Information Left in Listings.**

Any member, subscriber or associate member who enters a house or other improved property listed with NWMLS must leave a business card or other written identifying information at a convenient place inside the listing, which card or written information shall include, at a minimum, the member, associate member, or subscriber's name, office, office address, and telephone number. The business card or other information left in the listed property shall not contain any solicitation of real estate brokerage services (including the solicitation of a listing) or other services whatsoever.

6/22/07

### **181. Responsibility for Actions of Associates.**

Each member of NWMLS shall be responsible to all other members and to NWMLS itself for the actions of its officers, designated broker, branch managers, associates and employees, regardless of whether they work out of an office located within NWMLS's territory. All arbitration awards, disciplinary action, etc., shall be levied or rendered in favor of or against the member rather than the member's office, designated broker, branch manager, associate or employee.

2/14/84

### **182. Responsibility for Member's Subsidiaries and Affiliates-Related Entities.**

All of a member's office in NWMLS territory must pay office and license fees. No member may form, be associated with, aid, assist, or have any interest in or any relationship whatsoever with any company or entity which was formed, or whose business is conducted, wholly or in part, to evade or avoid the member's responsibilities or obligations to NWMLS. In the event that the Board of Directors, the Discipline Committee, or any arbitration panel, shall determine that any such company or entity was formed or is being conducted to so evade or avoid, then the member shall be responsible for compliance, notwithstanding the other business entity.

1/8/86

### **183. Transmitting Proprietary NWMLS Information to Non-Members.**

- (a) NWMLS Client Handout. A member may give an identified potential or existing client or customer information formatted by NWMLS for client handouts.
- (b) Disclosing Proprietary NWMLS Written Material Prohibited. No member shall give:
  - (i) Any material received from or through NWMLS, or
  - (ii) any information derived, extracted or compiled, in whole or in part, from written material received from NWMLS to any non-member (including buyers, sellers and financing institutions) except in connection with soliciting or obtaining listings, offers and financing or appraisal or closing of a sale. This prohibition on disclosing written materials and extracts therefrom includes, but is not limited to moving companies, welcome wagons, insurance agents, referral services, milk deliveries and real estate trade publications.
  - (iii) Notwithstanding the foregoing, nothing in this Rule should be construed to prohibit the republication of all or a portion of NWMLS's database on the Internet consistent with NWMLS Rules and policies.
- (c) Use of Proprietary NWMLS Information to Solicit Extraneous Business Opportunities Prohibited. Unless a member first obtains the listing member's permission, no member shall utilize proprietary NWMLS information to identify and contact an owner or seller to solicit business or promote the business interests of the member or a third party except as reasonably necessary or appropriate to accomplish the transaction sought by the owner or seller in the listing agreement.

8/30/99

**184. Effective Date of Bylaws and Rules.**

- (a) Bylaws. Bylaws shall become effective on the date of publication of the Bylaws.
- (b) Non-Emergency Rules. Rules shall become effective thirty days after publication of the proposed rule, unless the requirements for a referendum election are met within said thirty-day period, in which case the rule shall not become effective unless and until the referendum is defeated.
- (c) Emergency Rules. If the Board of Directors, in its sole discretion, in the motion adopting the Rule includes a provision that an emergency exists, then the Rule shall become effective on the date of publication. A petition for referendum may be filed within thirty days after such publication.

11/29/84

**185. Reliance on Staff Advice.**

Every NWMLS member is responsible for knowing and complying with the Rules and Bylaws of NWMLS, as well as the contents and proper use of NWMLS forms. NWMLS employees and agents may respond to oral inquiries of members in this regard, but the ultimate responsibility remains with the member. NWMLS shall not be responsible, under any circumstances, for oral opinions, even if negligently given, by its employees and agents.

2 /14/84

**186. Execution of Papers.**

Members of NWMLS are required to execute any and all papers and agreements required by authorized officer, personnel, boards, committees or panels to facilitate enforcement and compliance with the Rules and Bylaws. Refusal on the part of any member to execute any papers shall result in suspension of on-line service, lockbox lockout, and other services to such member until date of execution of such papers.

2/14/84

**187. Suits Between a Member and NWMLS Attorneys' Fees.**

In any suit between a member and NWMLS, the prevailing party shall be entitled to reasonable attorneys' fees and costs as fixed by the Court.

1/23/85

**188. Advertising-Statistical Information.**

Members must include in all advertising and informational sheets containing statistics based on information published by NWMLS, the following statement: "Statistics not compiled or published by NWMLS." This statement must be clearly and distinctly set forth in large and/or bold face type.

4/24/85

**189. Provision of Products Utilizing NWMLS Content to Others.**

No member shall advertise, sell or otherwise provide to any other member's subscriber or a non-member any product utilizing information or content derived, extracted or compiled, in whole or in part, from or through NWMLS.

If a Member sells advertising space to another Member on a website where NWMLS's content appears, the Members must provide NWMLS with a copy of all or a portion of a written agreement between them that sets forth information sufficient to allow NWMLS to effectively audit compliance with its rules, including without limitation, the duration of the agreement and a description of the advertising services (NWMLS Form 189 may be used for this purpose). The information that the Members must submit to NWMLS need not include financial terms or information.

4/27/06

**190. Advertising Another Member's Listing Prohibited.**

No member shall, without first obtaining the listing member's or subscriber's written permission (including email), advertise a property listed by another member in any manner, including but not limited to, display, reader board, newspaper, flyer or other publication, except that a member may republish another member's listings on the Internet in a manner consistent with NWMLS Rules and policies so long as the listing is approved by the owner for Internet publication.

2/17/06

**191. Written Agreement Required for Member to Download NWMLS's Database.**

Members shall not electronically transfer information from NWMLS's database to the member's own database (download) for any purpose, including republishing on the internet, without signing a NWMLS Downloading Agreement. The Agreement shall include, without limitation, the following provisions:

- (a) Joinder of Computer Consultant or Internet Service Provider. That any third party computer expert or consultant or Internet service provider (collectively "Consultant") advising or assisting the member in the transfer also signs the Agreement.
- (b) Information To Be Retained By Member. That the member retains all of the information from NWMLS's database, which has been so transferred (except to the extent that information is republished on the Internet consistent with NWMLS Rules and policies).
- (c) NWMLS Rules Continue to Apply. That all NWMLS' Bylaws and Rules continue to apply to such information even though it may be processed by the member's own computer (as opposed to an on-line terminal) and in a format different than it appears on NWMLS's online system.
- (d) Consultant Retains No Part of Information Obtained From NWMLS's Database. That Consultant does not take any information whatsoever from NWMLS's database from the member's possession or control, either during the time Consultant is performing services for the member or thereafter.
- (e) NWMLS May Terminate At Any Time. That NWMLS shall have the right at any time and in NWMLS's sole discretion to terminate the member's right to so transfer information (download) forthwith, upon written notice to the member. Delivery of such written notice to the member shall constitute delivery of said written notice to the consultant.
- (f) Delivery of Information to NWMLS Upon Written Termination of Membership. That upon termination of membership, a member shall either deliver all portions of information theretofore transferred from NWMLS's database (downloaded) by the member to NWMLS, or, if NWMLS approves the delivery in writing, to another member of NWMLS.
- (g) Transfer by Process Defined by NWMLS Only. The process and procedure for downloading shall be by such equipment and procedure as may be determined by NWMLS from time to time in its sole discretion.

10/1/96

**192. Ownership of NWMLS' Database and Listing Photographs**

- (a) Members shall not permit unlicensed persons associated with the member to operate any computer or terminal connected on-line to NWMLS' database except:
  - (i) At the broker's office; or
  - (ii) at a sales agent's home, and then only when the computer or terminal is being operated under the supervision and control of a licensee associated with the member.
- (b) A member may permit an unlicensed Consultant to have access to the database on a computer or terminal connected to NWMLS's database for the purpose of downloading or providing the member with internet services so long as the Consultant has signed a NWMLS Downloading Agreement and the member remains responsible for the Consultant's compliance with that agreement and NWMLS Bylaws, Rules and policies.
- (c) All aspects of the database is owned by NWMLS. NWMLS is the sole owner of all copyrights in the database. Any grant of use of any portion of the database to a member, associate member or

subscriber does not constitute a conveyance of any attribute of ownership of the database or the copyrights therein. The rights of members, associate members and subscribers in the database shall be limited to a non-exclusive license to use portions of the database strictly in accordance with the terms of NWMLS' Bylaws, Rules and policies as they exist or may be amended from time to time. NWMLS grants no right to sell, loan, lease, rent, or display, add to, subtract from, modify, alter, restructure, reorganize or otherwise manipulate all or any portion of the database. Notwithstanding the foregoing, nothing in this Rule should be interpreted to require a transfer of a member's ownership of that member's own listings, which are and shall remain the property of that member.

- (d) The listing member shall provide one photo of the property for use as the primary photo no later than 5 days after the listing is input into NWMLS's on-line system. The primary photo shall be either i) a photo of the exterior of the property; ii) a rendering of the exterior of the property; or iii) a photo of the view from the property, and all photos shall comply with NWMLS's photo policy, as amended from time to time. By submitting photographs to NWMLS, a member warrants that the photographs may be used as set forth herein. By submitting a photograph to NWMLS to be used as the primary photograph for display as such on NWMLS's on-line system ("Primary Photos"), a member thereby irrevocably licenses NWMLS and its members to use that photograph, during the term of the listing and thereafter, for any purpose related to the listing and sale of the property. By submitting to NWMLS all other photographs, including virtual tours and the like ("Additional Photos") a member licenses NWMLS and its members to use those photographs, during the term of the listing only, for any purpose related to the sale of the property. Both Primary Photos and Additional Photos may be used by NWMLS and its members, during the term of the listing and thereafter, for off-market purposes, such as appraisals and comparative market analyses. No further license to use photographs provided to NWMLS by a member is intended or implied.

9/01/05

**193. Robert's Rules of Order.**

All questions of parliamentary procedure for the Association shall be decided under Robert's Rules of Order (Revised).

6/28/90

**194. Limitations on Use of NWMLS's Online System Mail Function.**

The mail function capability of NWMLS's on line system is designed and intended only for the business of its members and users. Subscribers may use the mail function for all communications pertinent to carrying on the business of a real estate professional, but such use shall not include other non-real estate business matters, including but not limited to:

- (a) Advertisements for goods and services;
- (b) non-real estate business related personal messages;
- (c) any other use deemed by the Board of Directors to constitute an abuse.

Since all messages transmitted by way of the online system mail function system are accessible at NWMLS' offices, use of the mail function system constitutes implied consent by any user to have information transmitted over that system reviewed by NWMLS at any time for compliance with this rule, or any other reason required for the operations of the NWMLS online system. In the event of violation of this rule, NWMLS will delete information and messages from the system.

Any subscriber found to be violating this rule shall be subject to disciplinary action including, but not limited to, a fine or other penalty.

5/28/92

**195. Printing of NWMLS Forms.**

No member may print or re-print a NWMLS form with additions, deletions, or revisions to the text, the copyright notice or the revision date. Nothing in this Rule is intended to prevent a member from adding the member's logo, or other non-substantive matter to NWMLS's forms.

6 /20/95

**196. Use of MLS in Member Firm Name and Web Address.**

- (a) Use of NWMLS Trademarks Prohibited. Members and subscribers shall not use the copyrights or trademarks of NWMLS and shall not use NWMLS's logo (e.g., three trees), "NWMLS," "Northwest Multiple Listing Service" or derivatives thereof in member names, domain names, web addresses or uniform resource locators ("URLs").
- (b) Use of Term "MLS" Prohibited. Members shall not use the term "multiple listing service," the acronym "MLS," or derivatives thereof in member names, except as provided in Rule 196(c). In addition, members and subscribers shall not use the terms "multiple listing service," the acronym "MLS," or derivatives thereof in domain names, web addresses or URLs and all existing uses of such terms must cease no later than 6 months after the effective date of this Rule unless the member's name is protected by and only to the extent protected by Rule 196(c). No member shall indicate or imply in any manner that the member is a multiple listing service or that the public has access to or may search the multiple listing service (e.g. "Search the MLS" or "Access NWMLS") on the member's website or otherwise..
- (c) Prospective Application. Rule 196(b) shall not apply to uses of the term "multiple listing service," the acronym "MLS," or derivatives thereof in members names which were in effect on the date this rule was adopted (4/29/05). Such prior uses shall include a disclaimer that provides that the member is not a multiple listing service but is a member of NWMLS. The disclaimer shall prominently and conspicuously appear in all of the member's advertising and on the home page of the member's website, any page from which visitors to the site may search for property, and any page on which another member's listings appear.

9/01/05

**197-199 [RESERVED]**